

**AGENDA
CITY OF SHAWNEE
PLANNING COMMISSION
MARCH 3RD, 2021 AT 1:30 P.M.
COMMISSION CHAMBERS
CITY HALL, 16 W. 9TH ST**

- 1)** Roll Call
- 2)** Citizens' Participation
(A three-minute limit per person)
(A twelve-minute limit per topic)
- 3)** Consideration of approval of the minutes from the regular meeting of February 3rd, 2021.
- 4)** Case #RZ05-21 Public hearing and consideration to rezone property located at 602 N. Kickapoo on the northwest corner of Kickapoo and W. Ridgewood Street, containing 0.16-acre, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) for the purpose of an office and shop space.
Applicant: Christopher Middleton, Electromagnetix, LLC
- 5)** Planning Director's Report
- 6)** New Business
- 7)** Commissioners' Comments
- 8)** Adjournment

REGULAR PLANNING COMMISSION MINUTES

DATE: February 3rd, 2021

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on February 3rd, 2021, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: **Roll Call**

Upon roll call the following members were present:

Present: Walker, Loftis-Walton, Johnson, Deem, Engles

Absent: Lester, Rowell

A quorum was declared, and the meeting was called to order.

AGENDA ITEM NO. 2:

Consideration of approval of the minutes from the regular meetings of November 4th, 2020, December 2nd, 2020, and January 6th, 2021.

Chairperson Deem asked the Planning Commissioners if there were questions or corrections to the minutes.

Commissioner Loftis-Walton made a motion to approve to form. It was seconded by Commissioner Johnson. Motion passed 5-0-0.

Aye: Loftis-Walton, Johnson, Walker, Deem, Engles

Nay: None

Abstain: None

AGENDA ITEM NO. 3: **Citizens' Participation** **(A three-minute limit per person)** **(A twelve-minute limit per topic)**

Chair Deem opened the floor for public participation for items not on the meeting's agenda. There was no citizen participation.

AGENDA ITEM NO. 4: **Case #PL05-21 Consideration and Approval of a Preliminary Plat for Cedar Ridge Addition, a 13.49-acre tract located approximately 1100' east of Harrison Avenue located on the north side of E. 39th Street.** **Applicant: David Ray**

Chairperson Deem asked for a staff report. Director Blaine explained that this parcel originally came to Planning Commission on August 5th, 2020 as a request to rezone to a PUD (Planned Unit Development) to propose a single family development with lot sizes smaller than the minimum dimensions (60' x 100')

and square footage (6,000 sq. ft.) that R-1 (Single Family Residential) allows. That rezoning application went to City Commission on August 17th, 2020 with a recommendation for denial from the Planning Commission and was denied by the City Commission.

Blaine stated that the surrounding property owners had expressed concerns with the road being able to handle the additional traffic that any development would add to the roadway. Surrounding property owners stated they would support of a request to rezone to R-1 (Single Family Residential).

The 2040 Comprehensive Plan indicated the subject property as high density residential. An application and a process to apply for amendments to the Comprehensive Plan was created by staff and legal, which was presented to and passed by City Commission on October 5th, 2020. Staff recommended at that time to prevent from losing multifamily designated areas, 13-15 acres in another portion of city limits should be amended within the Comprehensive Plan to keep from losing designated acreage.

Cedar Ridge Addition came before Planning Commission on December 2nd, 2020 with an application to amend the 2040 Comprehensive Plan's Future Land Use Map (FLUM). A recommendation for approval from the Planning Commission accompanied the application that went before City Commission on December 7th, 2020. The City Commission voted unanimously to approve an amendment to the land use designation of the subject tract from high density residential to low density residential (R-1) with the reallocation of 13-15 acres of existing low density residential to high density residential.

Blaine continued by explaining that this proposed development also went to Traffic Commission on January 26th, 2021 to discuss potential roadway improvements that may be necessary after increased traffic volume from the new addition is added to E. 39th Street. The Traffic Commission recommended the developer improve along the approximate 411' of frontage Cedar Ridge Addition will have on E. 39th Street. Currently, there are no plans to enhance E. 39th Street. Approximately 700' of roadway will be left unimproved from Harrison to the western corner of the plat if Traffic Commission's recommendation is followed.

Director Blaine noted that the preliminary plat submitted was not the first revision and advised that conditions were required for staff to recommend approval. The fifteen (15) conditions must be satisfied with the following conditions, modifications, and corrects of the Preliminary Plat before Final Plat submittal:

1. Signed agreement of 25' off-site drainage easement for northwest corner of proposed plat.
2. Zoning under Developer's Information shall be updated from 'A-1' to 'R-1 (Single Family Residential)'.
3. 13 of 59 lots do not meet minimum dimensional R-1 standards, all lots will need to meet minimum R-1 dimensional standards.
4. Revisions and dates need to be added.
5. Preliminary Plat Note indicates 'variances being requested'. The City has received no applications for said variances. Strike language or file application with City.
6. Lots need to be divided out into appropriate blocks, labeled and renumbered. (Sub Reg 40.2.5)
7. Rectangles on lots should be removed.
8. Ensure lot frontages are legible and applied to each lot.
9. No more than 300' separation of fire hydrants for fire protection (Sub Reg 40.2.9).
10. Sidewalks meeting ADA minimum standards shall be noted on the plat for the 411' frontage on E. 39th Street.
11. Topography shall be removed from the Final Plat.
12. Block numbers shall be circled, lot numbers should be discernable from other dimensions and characters.
13. "Private Park" in Detention Area should be renamed "Common Area".

14. Show and calculate the drainage areas for each flume (location and size the flume accordingly).
15. Verify acreage. Two lots are displayed for the subdivision, 13.37 & 0.98 acres; however, the acreage total on the plat is 13.49 acres.

Chairperson Deem opened the public hearing. She asked if anyone wanted to speak in favor or in opposition of this case. Jon Flowers stood and addressed the Commissioners by advising he was available for comment or questions. No other members of the public spoke. Chairperson Deem closed the public hearing.

Chairperson Deem asked the Planning Commissioners if there were questions.

Commissioner Walker made a motion to recommend approval with the fifteen (15) conditions provided in the staff report. It was seconded by Commissioner Engles. Motion passed 5-0-0.

Aye: Walker, Engles, Loftis-Walton, Johnson, Deem

Nay: None

Abstain: None

It was stated the application (Case #PL05-21) would be heard at the next regular City Commission meeting on Tuesday, February 16th at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 5:

Consideration and Approval of an amendment to the Future Land Use Map of the 2040 Comprehensive Plan to reallocate 15-acres of low-density residential to high-density residential.

Chair Deem announced the item and requested a staff report. Director Blaine explained the amendment was for the reallocation of 15+/- acres of high-density residential (12 DU/AC or greater) land use to replace the 13.49 acres designated for high-density residential land use by Cedar Ridge subdivision, a low-density residential land use that was approved on December 7th, 2020 by City Commission to amend the 2040 Comprehensive Plan. This change to the Future Land Use Map ensures no future high-density residential land use acreage is lost.

Chairperson Deem asked the Planning Commissioners if there were questions.

Commissioner Loftis-Walton made a motion to recommend approval. It was seconded by Commissioner Johnson.

Motion passed 5-0-0.

Aye: Loftis-Walton, Johnson, Walker, Deem, Engles

Nay: None

Abstain: None

It was stated the item would be heard at the next regular City Commission meeting on Tuesday, February 16th at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 6:

Planning Director's Report

Director Blaine noted that Planner Rachel Clyne had assisted in becoming current with the minutes and was helpful in getting the Planning department caught up. She also mentioned the continued effort to formalize the Arts Commission and asserted that the board would bring great things to the city of

Shawnee. Blaine also advised the Request for Qualifications for the Update to the Zoning Code and Subdivision Regulations was in the works. She reminded everyone that the project had received approval in last year's budget but COVID required all non-essential projects be placed on pause. Lastly, she reminded the Commissioners to be mindful during this coming year of the Comprehensive Plan. She suggested they make note of things that are important to them to ensure a positive future for Shawnee.

AGENDA ITEM NO. 7: **New Business**

There was no discussion of New Business.

AGENDA ITEM NO. 8: **Commissioners Comments**

There were no comments from the Planning Commission.

AGENDA ITEM NO. 9: **Adjournment**

Chair Deem asked if there were any comments. With no response, she suggested a motion to adjourn.

Commissioner Walker made a motion to adjourn, which was seconded by Commissioner Engles. Motion passed 5-0-0.

Aye: Walker, Engles, Loftis-Walton, Johnson, Deem

Nay: None

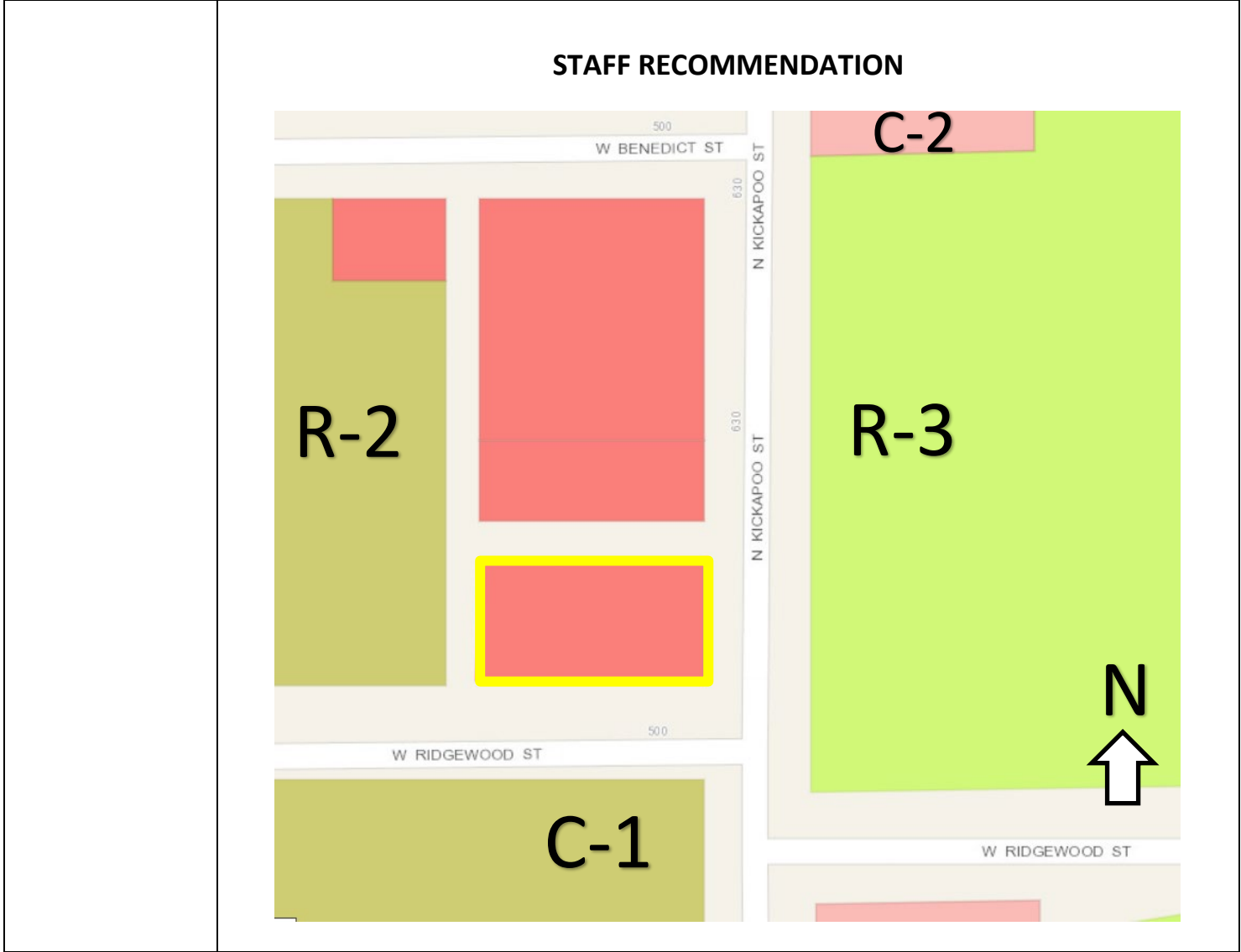
Abstain: None

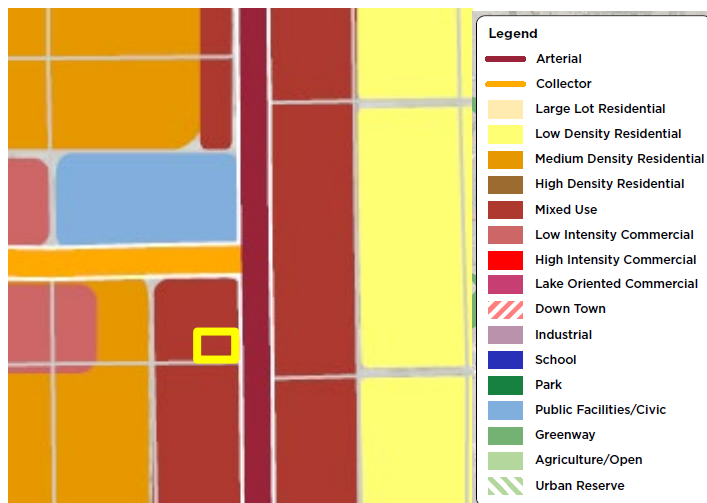
Meeting was adjourned at 1:54 p.m.

Chairman/Vice-Chairman

Rebecca Blaine, AICP
Planning Director

PROPERTY ADDRESS/LOCATION:
602 N. Kickapoo





The applicant, Electromagnetix, is requesting a rezone from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District). The established company is unique in the fact that they will use the garage area for creating small prototype parts and utilize the office space for employees and by-appointment client visits. Due to the limitations of the C-1 & C-2 Districts, paired with the specific business type and function, C-3 (Highway Commercial District) is the least invasive, appropriate category. The applicant is aware that the Kickapoo Widening Project will reduce the front yard on Kickapoo, which has around been acquired. Proper notification of this

	rezoning request has been published in the local newspaper as well as the 32 surrounding property owners. No public comments have been received in regards to this application for either for or against the request. Staff believes the zoning is appropriate for the area, based on the 2040 Comprehensive Plan as well as the future plans for the corridor known at this time. There is existing parking on the Ridgewood side of the corner lot. Due to the nature of the business, additional parking will not be required. Increased traffic generation will be very minimum without a retail storefront or walk-in foot traffic.		
STAFF RECOMMENDATION			
<i>Staff recommends approval of this rezoning request.</i>			
APPROVE		APPROVE WITH CONDITIONS	DENY
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE
			LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS	

ELECTROMAGNETIX

Subject Request: Rezoning from C1 to C3

Property Location: 602 N. Kickapoo St Shawnee, OK 74801

Property Owner: ElectromagnetiX LLC

COMPANY OVERVIEW

ElectromagnetiX (EMX) is an LLC, managed by Christopher Middleton and Wilma Schilling. Christopher Middleton possesses more than twenty years of experience designing motors for the commercial, industrial, energy and aerospace industries. Wilma has a master's degree in business administration from OBU and previously ran her own small business and taught elementary school. EMX specializes in developing new technology in the oil and gas industry. Prototypes are draft versions of products that are used during development; they can be used for feasibility testing, demonstrations, investor pitches and collecting valuable user feedback. They can be full scale or scale versions of the product or only individual components. Not only do the prototype tests prove the validity of a technology but they provide a physical manifestation of the technology that customers can experience. The vision for the EMX technology center is to be a much more informal and friendly version of the corporate model. It would be a place where ideas are created and shared around a living room instead of a board room. It would also be a place where you can "prove it" in a workshop that resembles a maker-space rather than a manufacturing plant.

In 2019 ElectromagnetiX started a collaborative agreement with Global Production Solutions (GPS) to develop a new motor, the project is in prototype preparation phase, working to build most of the parts in the GPS facility. In this case, only certain parts of the prototype would have been made at the technology center. Using this example, the workshop at 602 N Kickapoo would have been used sparingly through the year as the prototype was developed.

C3 ZONE

602 N Kickapoo is currently designated as zone C1. This rezoning request is to redesignate as C3 to better represent the technology center operations. The property is ideal for the people-focused intent of the building. The light brick exterior, the shingled roof, and the adjacent residential neighborhood gives a comfortable feel to the building. This is the comfort we want visitors to feel so they know they are welcomed and they can bring their ideas. C3 covers the workshop operations better than C1. The workshop consists of fewer than a dozen manual metal working machines of sufficient capability to make one-off parts. The building will be set up with the office turned into an informal conference area, and the garage into the workshop.



Picture A - Front and side of the Tech Center



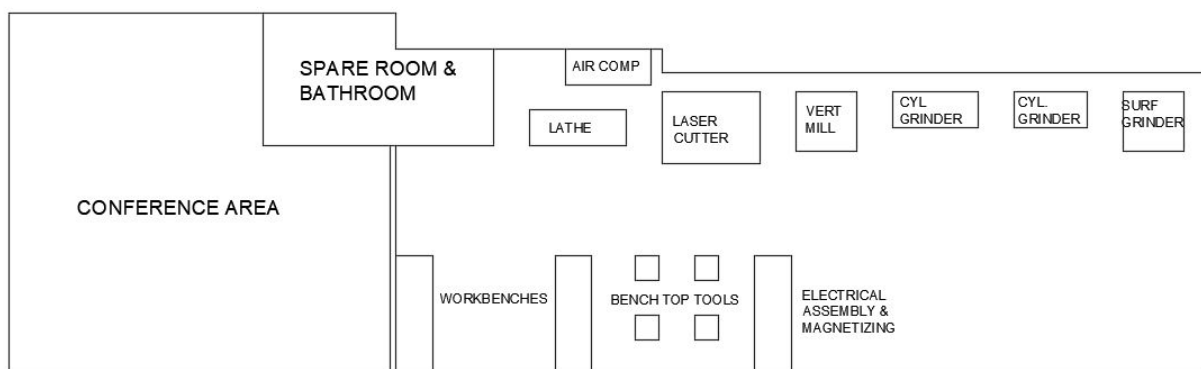
Picture B- Back and side of the Tech Center



Picture C- Conference room- interior



Picture D- Equipment room - interior



Picture E- Tech Center interior - Floor plan

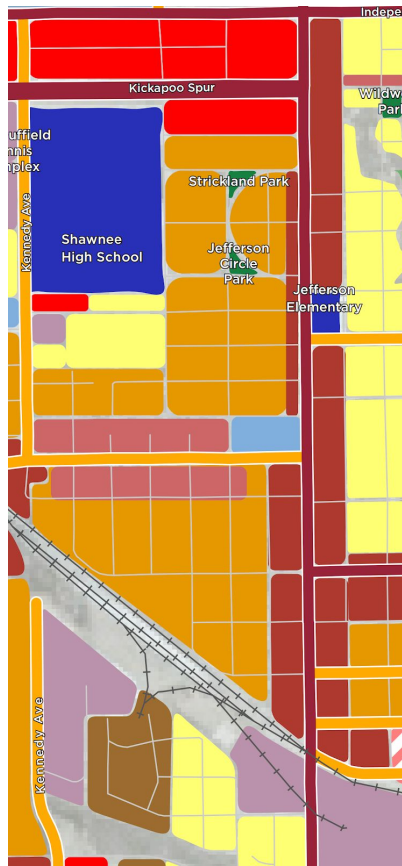
MACHINES AND STREET SOUNDS COMPARISON

Machines	Decibels
Lathe Inside the building	65 dB Profiling 75 dB Boring 78 dB Drilling 73 dB Parting
Air compressor Inside the building	65- 75 dB
Grinder Inside the inside the building	63-65 dB
Milling machine Inside the building	65-68 dB
Belt sander Inside the building	66-69 dB
Ban Slot Inside the building	68-70 dB when machine is on 65- 79 dB when cutting
Outside the building	The sound dropped 20 dB in every measurement
From Kickapoo Spur*	70 - 80 Db
From outside the building in Kickapoo St*	60-76 Db

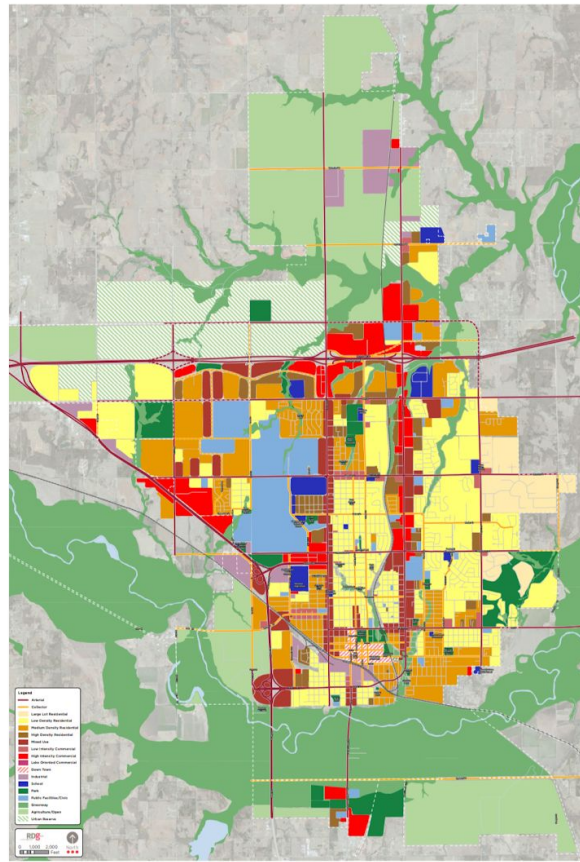
*Note - Measurement taken at 10am on a Sunday

COMPANY PROJECTION TO THE COMMUNITY

ElectromagnetiX is a company that considers its core to be an organization of relationships and this includes the community neighborhood. Although travel will be limited to invited guests, an engineering business will attract technical people and business managers who will become familiar with the Shawnee area while they travel. Shawnee's comprehensive plan identifies 602 N. Kickapoo as a mixed use zone and our vision of an informal tech-center fits well into this plan. The most important reason for the existence of this facility is to promote the development of ideas for technology that improves our world which we believe would be a positive addition to the neighborhood and community.



Picture F. Comprehensive Plan by Block



Picture G. Comprehensive Plan by City



PLANNING COMMISSION APPLICATION

City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only	
Case Number:	<u>RZ05-21</u>
Project Number:	<u>2013.0</u>
Date Filed:	<u>6 Jan 2021</u>
_____ Planning Commission Secretary	

REQUEST:

☒ Rezoning
☐ Conditional Use Permit
☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from C1 District to C3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 602 N. Kickapoo St Shawnee, OK 74801

LEGAL DESCRIPTION: Hoffman's Block 14, Lots 11 & 12

PROPERTY OWNER (S): Jo Ellen Watson Trust

PROPERTY AGENT (APPLICANT): Electromagnetix LLC

APPLICANT'S ADDRESS: 409 S. Culver St

CITY: Meeker **STATE:** Oklahoma **ZIP:** 74855

EMAIL ADDRESS: office@electromagnetix.com

TELEPHONE NUMBER: (405) 404-8804 **CONTACT NUMBER:** ()

DIMENSIONS OF PROPERTY: AREA: 7,020.1 sq. ft. WIDTH: 50.2 ft
LENGTH: 139.8 ft. FRONTAGE: 50.2 ft

CURRENT ZONING: C1 **CURRENT USE:** Vehicle garage- unfinished office

PROPOSED ZONING: C3 **PROPOSED USE:** Office and workshop

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Christopher Middleton
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____



COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract; If not understood, seek legal advice.

602 N. Kickapoo, Shawnee, Oklahoma, 12/22/20

1. **PROPERTY:** The undersigned Buyer(s) ("Buyer") hereby agrees to purchase from the undersigned Seller(s) ("Seller") the following described property (the "Property"):

(a) The following described real estate (the "Land"):
Hoffman's Block 14, Lots 11 & 12

Pottawatomie County, Oklahoma, which street address is 602 N Kickapoo Avenue Shawnee.

(b) (check one)

☐ together with all of Sellers right, title, interest and estate in and to oil, gas and other minerals in and under the Land not previously reserved or conveyed of record; or

☒ less and except all oil, gas and other minerals in and under the Land;

(c) together with all of the buildings, structures and improvements in, on or under the Land (the "Improvements");

(d) together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land;

(e) subject to existing zoning ordinances, restrictions, easements and rights of way

; and

(f) the following described personal property (the "Personal Property"):

upon the following terms and conditions:

2. **TERMS:** Buyer shall pay for the Property the sum of: Sixty-Five Thousand Dollars

(\$ 65,000.00) payable as follows:

(a) The sum of \$ 500.00 (X check, ☐ cash) as Earnest Money, receipt of which is hereby acknowledged, and upon acceptance in writing and delivery of this Contract, the Earnest Money shall promptly be assigned to and deposited in the trust account of BHHS - Benchmark to be

applied on the purchase price and/or closing costs, if any, at the time of Closing;

(b) At Closing, IN CASH OR CERTIFIED FUNDS, the further sum of \$ 64,500.00 (subject to the adjustments set forth in this Contract); and

(c) The balance (subject to the adjustments set forth in this Contract) as follows:

The Jo Ellen Watson Revocable Trust

1721 N. Union Avenue
Shawnee, OK 74804

January 3, 2021

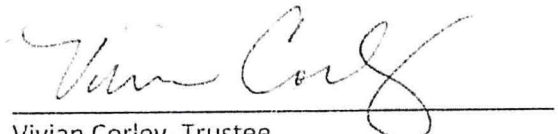
City of Shawnee Planning Department
Permits and Applications
16 W. 9th Street
Shawnee, OK 74801

RE: Rezoning request from C-1 to C-3
602 N. Kickapoo Avenue
Shawnee, OK 74801

To Whom It May Concern:

I, Vivian Corley, Trustee of The Jo Ellen Watson Revocable Trust, hereby grant permission to Christopher Middleton, owner of Electromagnetix LLC, to pursue rezoning of the property located at 602 N. Kickapoo Avenue, Shawnee, OK 74801 from C-1 to C-3 per the Commercial Real Estate Purchase Contract dated 12/22/2020 for the sale of said property.

Sincerely,



Vivian Corley, Trustee
The Jo Ellen Watson Revocable Trust

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

3. **TITLE EVIDENCE:** Seller shall furnish Buyer title evidence covering the Property, which shows marketable title vested in Seller according to the title standards adopted by the Oklahoma Bar Association.
- (a) Such title evidence shall be in the form of:
(check one)
☒ **Commitment for Owner's Title Insurance Policy.** The premium for such Policy including the attorney's fees for examination of the abstract shall be paid none by Seller and all by Buyer. All abstracting costs shall be paid by Seller. Such Policy shall insure Buyer in an amount equal to the purchase price. The mechanics' and materialmens' liens exception shall be deleted from such Policy; or
☐ **Abstract of Title.** The Seller, at Seller's expense, shall provide an abstract of title certified to a date subsequent to the date of this Contract (including current Uniform Commercial Code Certification and if required, U.S. District Court Certification). Buyer shall, at Buyer's expense, obtain either a title opinion or an Owner's Title Insurance Policy.
- (b) A pin survey
(check one)
☐ shall not be provided; or
☒ shall be provided to Buyer by Seller. The cost of such survey shall be paid None by Seller and all by Buyer. The survey of the Land and Improvements shall be prepared by a licensed surveyor, and shall contain such detail and certifications to permit the survey exceptions to be deleted from the Owner's Title Insurance Policy. Any encroachment shown on the survey shall be deemed to be a title defect, unless the title company agrees to provide affirmative coverage against loss arising from any final court order or judgment which denies the right to maintain the existing Improvements on the Land because of such encroachment.
- (c) Seller shall make existing title evidence (base abstract of title or Owner's Title Insurance Policy) available to the escrow closing agent within a reasonable time after the date of acceptance of this Contract.
- (d) Upon delivery to Buyer of the last of the current Commitment for Owner's Title Insurance Policy, the certified abstract or the certified survey, whichever is to be provided under this Contract, Buyer shall have a reasonable time, not to exceed 10 days to examine same and return same to Seller with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Seller shall have 30 days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyer. If Seller is unable or unwilling to cure any defects within such period, then unless Buyer waives such defects in writing, this Contract will terminate and the Earnest Money shall be

Buyer's Initials EM Seller's Initials _____

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

- refunded to Buyer less costs which Buyer has agreed to pay.
- (e) The title to the Property shall be conveyed to Buyer by General Warranty Deed in recordable form unless otherwise specified in Paragraph 4 below. Upon closing, any existing abstract of title shall become the property of Buyer.
- (f) Title to any Personal Property specified herein shall be conveyed to Buyer by Bill of Sale.

4. SPECIAL PROVISIONS AND/OR ATTACHMENTS HERETO:

Contingent on zoning change from C1 to C3. Buyer to handle zoning process.
Contingent on satisfactory review with City officials or documentation
regarding the road widening project, condemnation, schedule, access
During construction and promised condition of the property once the city work is
completed. To be review to be completed by January 11th, 2021.
All funds from the condemnation will be paid to the Jo Ellen Watson Trust.
Listing agent is a trustee of the Jo Ellen Watson Trust as well as a beneficiary.
Selling agent is related by marriage to listing agent.

5. TAXES, ASSESSMENTS AND PRORATIONS:

- (a) Seller shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, personal property ad valorem taxes on the personal property which remains with the Property, matured or unmatured special assessments, interest on any indebtedness assumed hereunder, insurance, all utility bills, salaries and any other expenses related to the operation of the Property. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.
- (b) Rents shall be prorated on the basis of thirty days to the month. Rents delinquent more than thirty days shall be collected by the Seller and shall not be adjusted.
- (c) Buyer shall receive all income and shall pay all expenses for the day of Closing.
- (d) Any and all leases in effect shall be assigned, and security deposits and prepaid rents, if any, shall be paid to Buyer by Seller at the Closing unless otherwise provided herein.

6. CONDITION OF PROPERTY:

- (a) Until the Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Seller. After the Closing or transfer of possession, such risk shall be upon the Buyer.
- (b) Unless otherwise agreed upon in writing, Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the property in its

Buyer's Initials EM Seller's Initials _____

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Seller in writing at the Closing. To the best of Seller's knowledge, no hazardous substances or conditions exist on the Property. NO WARRANTIES are expressed or implied by Seller or Listing REALTOR® and Selling REALTOR® and their affiliated licensees that shall be deemed to survive the Closing with reference to the condition of the Property or any fixtures or equipment.

- (c) Except for the provisions above, the Seller shall deliver the Property and Improvements thereon in their present condition, ordinary wear and tear excepted.
- (d) Utilities, if presently on, shall be left on until Closing.

7. **CLOSING/POSSESSION:** This transaction shall be closed on or before 17th (day of week) February (date), 2021 (year), (the "Closing"), unless the Closing is extended as may be required by Paragraph 3(d) above, or by written agreement of Seller and Buyer with legal possession delivered to Buyer at the time of the Closing and actual and complete possession of the Property to be given at the Closing or as follows: _____

8. **BUYER'S EXPENSE:** Buyer shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, one-half of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), and all other funds required from Buyer set forth in this Contract.

9. **SELLER'S EXPENSE:** Seller shall pay at the time of the Closing, documentary stamps required, one-half of the escrow closing fee, Seller's recording fees (if any), and all other expenses required from Seller set forth in this Contract.

10. **DEFAULT:**
- (a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impracticable and extremely difficult to correct the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to Seller. One-half thereof shall be retained by the REALTOR®(S) to apply on professional services. Seller may, at Seller's option, seek specific performance.
 - (b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned and Seller shall be liable for the REALTOR®(S) commission and any other expenses incurred on Sellers behalf as provided in this Contract. Buyer may, at Buyer's option, seek specific performance.
 - (c) In the event any suit is instituted, the prevailing party shall have the right to

Buyer's Initials CM _____ Seller's Initials _____

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT
recover all of such party's expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation.

11. **BINDING EFFECT:** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and Listing Broker and its affiliated licensees and Selling Broker and its affiliated licensees. This Contract can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.

12. **DEFINITIONS.**
The term "Broker" means a real estate broker, an associated broker associate, sales associate, or provisional sales associate authorized by a real estate broker to provide Brokerage Services;

The term "Brokerage Services" means those services provided by a Broker to a consumer in a consumer Transaction;

The term "Party" means a person who is a seller, buyer, landlord, or tenant or a person who is involved in an option or exchange;

The term "Transaction" means an activity to buy, sell, lease, rent, option, or exchange real estate. Such activities or processes may include, without limitation, soliciting, advertising, showing or viewing real property, presenting offers or counteroffers, entering into agreements and closing such agreements; and

The term "Firm" means a sole proprietor, corporation, association or partnership.

13. **TIME IS OF THE ESSENCE.**

14. **DISCLAIMER AND INDEMNIFICATION:** It is expressly understood by Seller and Buyer that Listing REALTOR® and Selling REALTOR® and their affiliated licensees do not warrant the present or future value, size by square footage, condition, structure or structure systems of the Property or any Improvements, nor do they hold themselves out to be experts in quality, design and construction. Seller and Buyer shall hold the Listing REALTOR® and Selling REALTOR® and their affiliated licensees harmless in the event of losses, claims or demands by or against Seller and Buyer. This paragraph shall survive the Closing.

15. **BROKER DUTIES AND RESPONSIBILITIES.** Broker shall have the following duties and responsibilities to a Party, which are mandatory and may not be abrogated or

Buyer's Initials [eM] Seller's Initials

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

- waived by the Broker:
- (a) Treat all Parties with honesty and exercise reasonable skill and care;
 - (b) Unless specifically waived in writing by a Party to the transaction :
 - i. receive all written offers and counteroffers,
 - ii. reduce offers or counteroffers to a written form upon the request of any Party to the transaction, and
 - iii. present timely all written offers and counteroffers;
 - (c) Inform in writing the Party for whom the Broker is providing brokerage services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and approximate amount of the costs;
 - (d) Keep the Party for whom the Broker is providing Brokerage Services informed regarding the Transaction;
 - (e) Timely account for all money and property received by the Broker;
 - (f) Keep confidential information received from a Party or prospective Party confidential. The confidential information shall not be disclosed by the Broker without the consent of the Party disclosing the information unless the consent to the disclosure is granted in writing by the Party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of the actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a Transaction:
 - i. that a Party or prospective Party is willing to pay more or accept less than what is being offered,
 - ii. that a Party or prospective Party is willing to agree to financing terms that are difference from those offered;
 - iii. the motivating factors of the Party or prospective Party purchasing, selling, leasing optioning or exchanging the Property, and
 - iv. information specifically designed as confidential by a Party unless such information is public;
 - (g) Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
 - (h) Comply with all requirements of the Oklahoma Real Estate License Code and all applicable statutes and rules.

Duties When Working With Both Parties. A Broker may provide services to both Parties to the Transaction. This could occur when a Broker has contracted with a Seller to sell their property and a prospective Buyer contacts the same Broker to see the property. If and when working with both Parties to a Transaction, the Broker duties and responsibilities set forth in this section shall remain in place for both Parties. In addition, if Broker is providing Brokerage Services to both Parties of the Transaction the Broker shall provide written notice to both Parties that the Broker is providing Brokerage Services to both Parties prior to the Parties signing a contract to purchase, option or exchange real estate.

Buyer's Initials EM Seller's Initials _____

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

CHECK HERE ☐ IF WRITTEN DISCLOSURE WAIVING BROKER DUTIES AND RESPONSIBILITIES IS TO BE USED AND INCORPORATED HEREIN.

The undersigned Brokers/Agents to this Transaction complied with the duties and responsibilities required by Oklahoma law unless a Written Disclosure Waiving Broker Duties and Responsibilities, as indicated above, was incorporated into the Transaction.

Date _____ Selling Broker/Agent (Signature) _____
Dana Austin
Berkshire Hathaway-Benchmark
Company Name

Date _____ Listing Broker/Agent (Signature) _____
Vivian Corley
Jo Ellen Watson Trust
Company Name

16. ACCEPTANCE TIME: The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersigned Buyer on or before 5:00 p.m., 24th (day of the week), December (date), 2020 (year).

If the offer is not accepted, the Earnest Money shall be returned to Buyer.

17. BUYER BROKER RELATIONSHIP. The undersigned Buyer confirms the Brokerage relationship with the Broker:

Electromagnetix, LLC (Print Buyer's name exactly as title will be taken) Chris Middleton 12/23/2020 Buyer
12/23/2020 03:25 PM CST (Signature)

Buyer's Initials [EM] Seller's Initials _____

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

(Print Buyer's name exactly as title will be taken) (Signature) Buyer

18. SELLER'S ACCEPTANCE. Seller accepts the forgoing offer and shall sell the above-described Property on the terms and conditions herein stated and shall pay the Listing Broker the compensation previously agreed upon in the Listing Agreement or other agreement of employment between them, which shall survive this Contract, for professional services rendered and to be rendered in this Transaction.

Accepted this _____ day of _____.

(Print Name) (Signature) Seller

(Print Name) (Signature) Seller

Buyer's Initials [EM]

Seller's Initials _____

Property Address: 602 N Kickapoo Avenue, Shawnee, OK 74801
Hoffman's Block 14, Lots 11 & 12

COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE CONTRACT

EARNEST MONEY RECEIPT: Received the sum of \$ 500.00,
() as Earnest Money,
to be held and applied in accordance with the items and conditions of the foregoing offer.

Date Date

Selling Broker/Agent Listing Broker/Agent
(Signature) Dana Austin (Signature) Vivian Corley

Berkshire Hathaway-Benchmark Jo Ellen Watson Trust
Company Name Company Name

3601 N. Harrison 1721 N Union AVE
Company Address Company Address

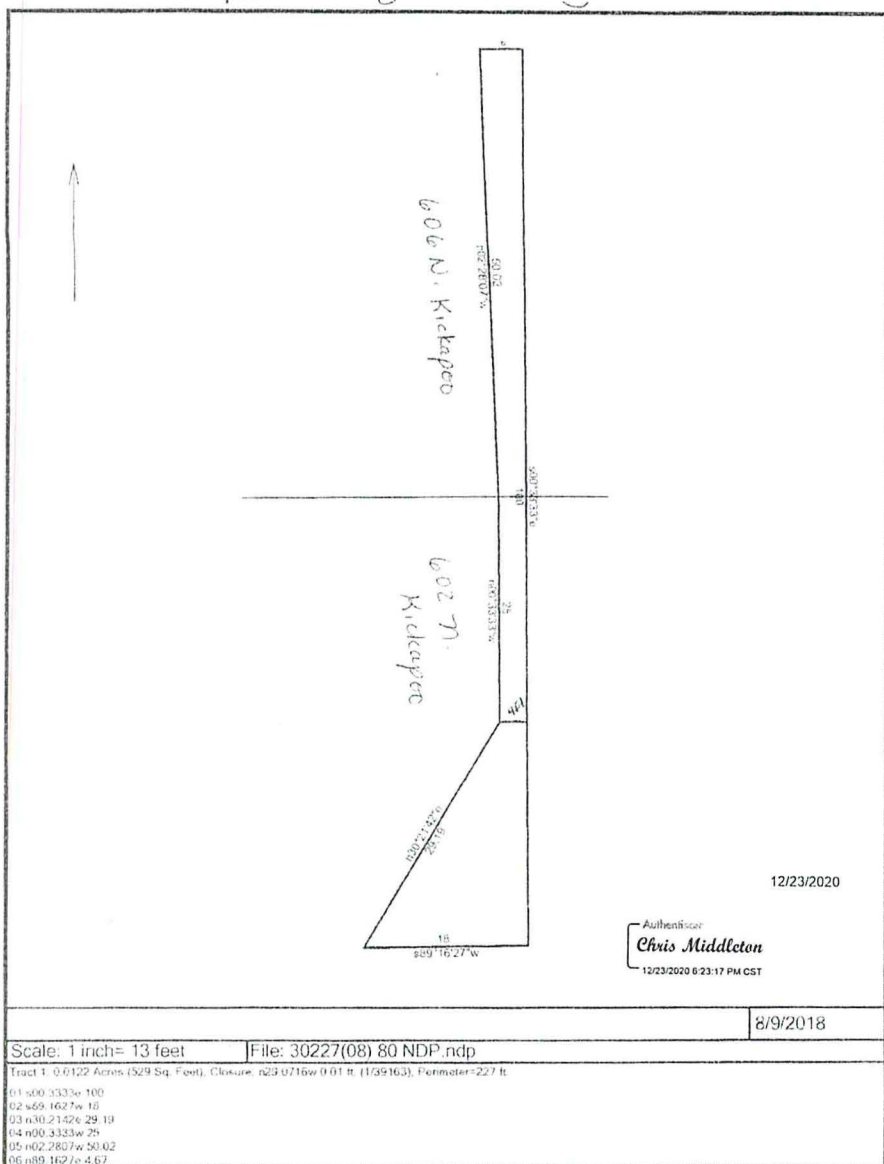
PRCH01 JOEL01
Broker's MLS ID Broker's MLS ID

405-275-8182 405-609-9243
Telephone Telephone

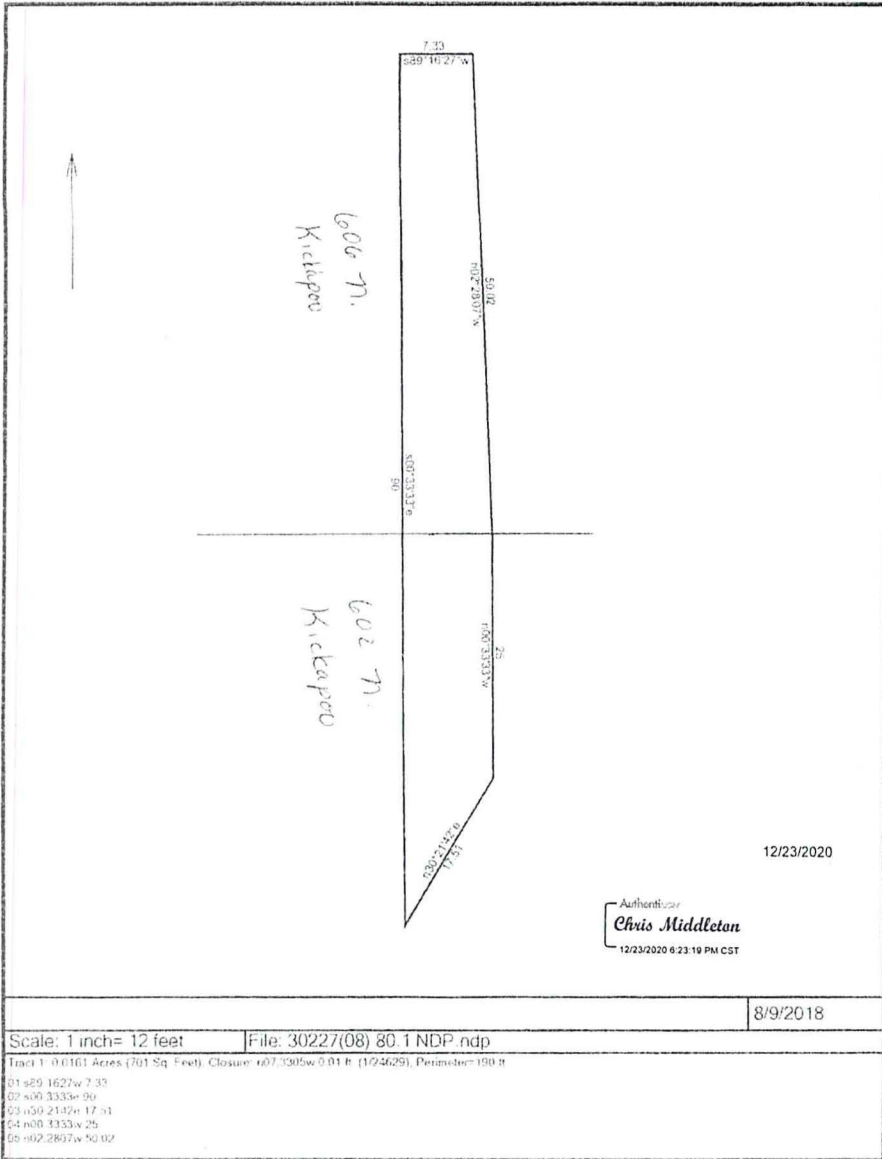
MLS Public ID Name

Non-MLS, Use License #

Buyer's Initials [em] Seller's Initials



Proposed Utility easement



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property

Address: 602 Kickapoo Shawnee OK 74801

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) ☒ Purchaser has received copies of all information listed above.
- (d) ☒ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, or
- (ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

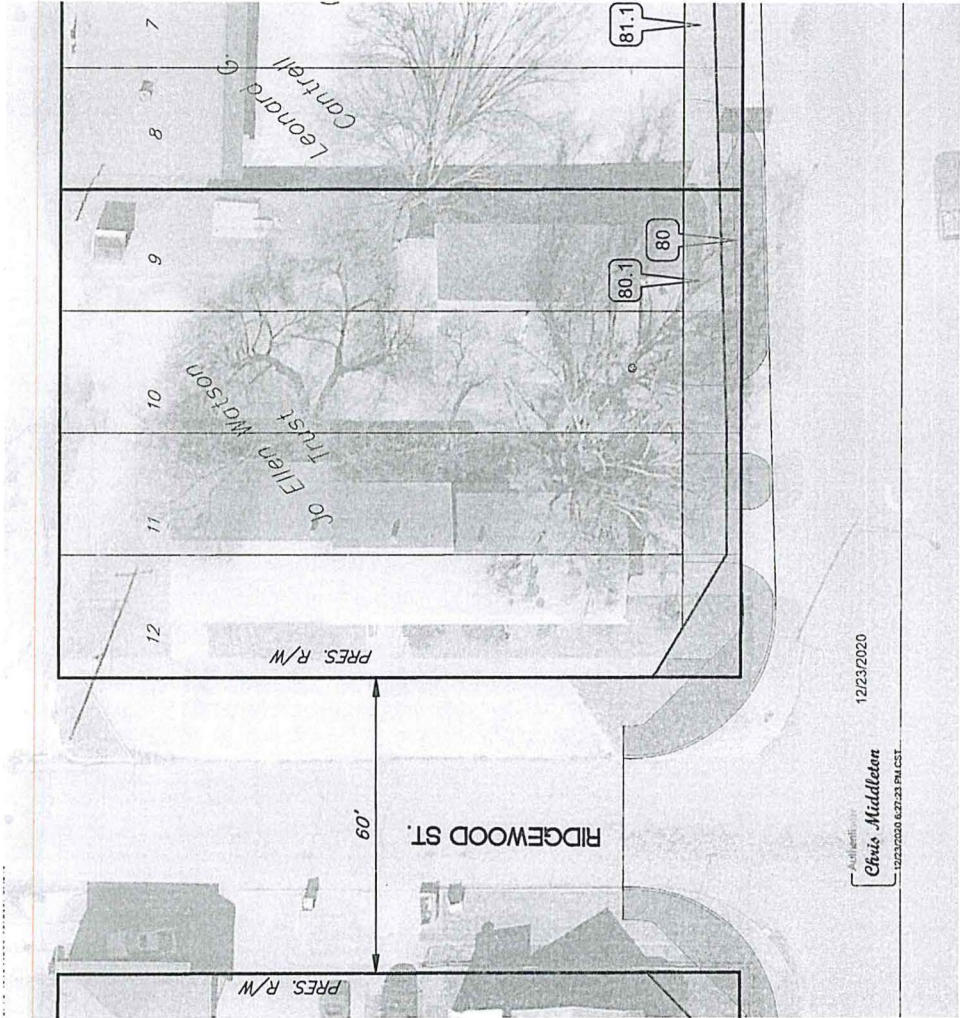
Agent's Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Vivian Cordley</u>	<u>12-5-2019</u>		
Seller	Date		
<u>Jo Ellen Watson Trust</u>	<u>12/23/2020</u>	Seller	Date
<u>Chris Middleton</u>			
Purchased 12/23/2020 8:23:51 PM CST	Date	Purchaser	Date
<u>Vivian Cordley</u>	<u>12-5-2019</u>		
Agent	Date	Agent	Date
<u>Vivian Cordley</u>			



12/23/2020

Chris Middleton

12/23/2020 6:27:23 PM CST

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) §:

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

Lots Eleven (11) and Twelve (12), in Block Fourteen (14), in HOFFMAN ADDITION to Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: December 23, 2020 at 7:30 AM

First American Title Insurance Company

By: Julio Jordan

By: Julie Jordan
Abstractor License No. 4071
OAB Certificate of Authority # 017
File No. 2586254-SH01

OWNERSHIP LIST

ORDER NO 2586254-SH99

DATE PREPARED: January 5, 2021

EFFECTIVE DATE: December 23, 2020 at 7:30 am

OWNER	LOT	BLK	ADDITION
WATSON JO ELLEN TRUST 606 N KICKAPOO SHAWNEE, OK 74801	11 & 12	14	HOFFMANS
PARKER GALE 6605 CHELSEY LN OKC, OK 73132	9 & 10	14	HOFFMANS
BLAIR YVONNE MICHELE 610 N KICKAPOO SHAWNEE, OK 74801	7 & 8 LESS .01AC 2020- 8563 LINDY'S HAIR SALON	14	HOFFMANS
BRIDGE INVESTMENT GROUP LLC 111 HARDESTY DR SHAWNEE, OK 74804	1 THRU 6 LESS .03AC TO CITY OF SHAWNEE	14	HOFFMANS
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD, OK 74851	23 & 24	14	HOFFMANS
HAWK HERBERT J & GENEVIEVE 621 N AYDELOTTE SHAWNEE, OK 74801	21 & 22	14	HOFFMANS
O'CONNOR BARBARA ANNE & LAURA J SUELLENTROP 109 DOLPHIN BLVD E PONTE VEDRA BEACH, FL 32082	18-20	14	HOFFMANS
O'CONNOR JUDITH TRUST CO-TRUST % LAURA J SUELLENTROP 623 HOMESTEAD CT COLWICH, KS 67030	15-17	14	HOFFMANS
JBT LLC 2443 FILLMORE ST #380-8703 SAN FRANCISCO, CA 94115	13 & 14	14	HOFFMANS
WILSON EMMET L & MARY BETH 2015 REVOCABLE TRUST P O BOX 591 SHAWNEE, OK 74802	LOT 1 LESS A TRACT TO THE CITY OF SHAWNEE	15	HOFFMANS
WILSON EMMET L & MARY BETH 2015 REVOCABLE TRUST P O BOX 591 SHAWNEE, OK 74801	LOT 2 LESS A TRACT TO THE CITY OF SHAWNEE	15	HOFFMANS
CITY OF SHAWNEE 23 E 9TH ST STE 319 SHAWNEE, OK 74801	3 & 4	15	HOFFMANS
CITIZEN POTAWATOMI NATION 1601 S GORDON COOPER DR SHAWNEE, OK 74801	5 & 6 LESS THE EAST 3'	15	HOFFMANS
CITIZEN POTAWATOMI NATION 1601 GORDON COOPER DR SHAWNEE, OK 74801	7 & 8 LESS THE EAST 3'	15	HOFFMANS

CITIZEN POTAWATOMI NATION 1601 S GORDON COOPER SHAWNEE, OK 74801	LOTS 9 & 10 VAC ST JOSEPH ST	15	HOFFMANS
JBT LLC 2443 FILLMORE ST #380-8703 SAN FRANCISCO, CA 94115	15 & 16	15	HOFFMANS
HARRISON DEBRA 535 N AYDELOTTE SHAWNEE, OK 74804	17 & 18	15	HOFFMANS
LOCKNER MARK T & LOCKNER FAMILY TRUST 609 W WALLACE SHAWNEE, OK 74801	19 & 20	15	HOFFMANS
WEAVER JOHNNY 539 N AYDELOTTE SHAWNEE, OK 74801	21 & 22	15	HOFFMANS
BLOCKER ROSALIE G DAVIS P O BOX 3633 SHAWNEE, OK 74801	23 & 24	15	HOFFMANS
ECM PROPERTIES LLC 17501 COYOTE PASS DR EDMOND, OK 73012	BEG. 8' N NW/C LOT 24 BLK 28 N50' E140' S50' W140'	15	HOFFMANS
WAGONER THURMAN H & FRANCES V 542 N AYDELOTTE SHAWNEE, OK 74801	1 & 2	16	HOFFMANS
ALLMAN HERMAN A 5145 MEADOW LARK DRIVE SHAWNEE, KS 66226	3 & 4	16	HOFFMANS
RUSTIC NAIL PROPERTIES & INVES 1530 N HARRISION STE#202 SHAWNEE, OK 74804	5 & 6	16	HOFFMANS
WOMACK STEVEN 620 N AYDELOTTE SHAWNEE, OK 74801	3 & 4	13	HOFFMANS
HELMS LETA 616 N AYDELOTTE SHAWNEE, OK 74801	5-7	13	HOFFMANS
ACOCK MARK & MELINDA 701 GREGORY LN SHAWNEE, OK 74804	8 & 9	13	HOFFMANS
LUCERO HEATHER M 602 N AYDELOTTE SHAWNEE, OK 74801	10-12	13	HOFFMANS
JACKSON PAMELA K & TRULA DAWN 1605 SW 41ST OKLAHOMA CITY, OK 73119	13 & 14	1	BLAISE'S
STEWART AISHA 417 SE 27TH ST OKC, OK 73129	15 & 16	1	BLAISE'S
LONG NICHOLAS D & JAMIE N MCINTURFF 627 N KICKAPOO SHAWNEE, OK 74801	17 & 18 LESS W12' TO CITY OF SHAWNEE	1	BLAISE'S
SUTTON PAUL E & CARLA J 20279 GADDY RD TECUMSEH, OK 74873	19 & 20 & S10' OF 21	1	BLAISE'S

MCDONALD GARY & SHANDA 602 N LOUISA AVE SHAWNEE, OK 74801	1-3	2	QUIETTS
WILLIS PAUL F & JOYCE L 618 N LOUISA SHAWNEE, OK 74801	4 & 5	2	QUIETTS
CERVANTES JAIME BADGER JR & ESTEE NECOLE CERVANTES 612 N LOUISA SHAWNEE, OK 74801	6 & 7	2	QUIETTS
WILLIS PAUL F & JOYCE L 618 N LOUISA SHAWNEE, OK 74801	8 THRU 10 & 15' VAC ALLEY ADJ TO LOT 10	2	QUIETTS
WASHBURN KEITH & VICKI 18214 GADDY RD SHAWNEE, OK 74801	E33' OF S15' LOT 19 & E33' LOT 20	2	QUIETTS
ACOCK PROPERTIES LLC 2026 N BEARD AVE SHAWNEE, OK 74804	W107' OF S15' LOT 19 & W107' LOT 20 LESS 5' TO CITY OF SHAWNEE	2	QUIETTS
ACOCK PROPERTIES LLC 2026 N BEARD AVE SHAWNEE, OK 74804	18 & N10' OF LOT 19 LESS 5' TO CITY OF SHAWNEE	2	QUIETTS
ACOCK PROPERTIES LLC 2026 N BEARD AVE SHAWNEE, OK 74804	16 & 17 LESS 5' TO CITY OF SHAWNEE	2	QUIETTS
BENTON ELBERT J JR 37002 45TH ST SHAWNEE, OK 74804	14 & 15 LESS .01 AC TO CITY OF SHAWNEE	2	QUIETTS
MCCOY CLIFFORD LYNN 619 N KICKAPOO SHAWNEE, OK 74801	12 & 13 LESS .01AC TO CITY OF SHAWNEE	2	QUIETTS
HEAD CAROLE & SANDRA WATSON TRUST & DAVID CHOSTNER 909 WHITNEY CT HIGH POINT, NC 27265	11 LESS W12' TO CITY OF SHAWNEE	2	QUIETTS
JBT LLC 2443 FILLMORE ST #380-8703 SAN FRANCISCO, CA 94115	22-24	1	FRUITS
POTTCO TRUST PO BOX 1244 SHAWNEE, OK 74802	25 & 26	1	FRUITS
CAJUN GROUP INVESTMENTS LLC 4601 MORNINGSTAR DR FLOWER MOUND, TX 75028	27 & 28	1	FRUITS
MALDONADO J JESUS MARTINEZ & JORGE MARTINEZ RANGEL 1515 N BEARD SHAWNEE, OK 74804	29 & 30	1	FRUITS
CAJUN GROUP INVESTMENTS LLC 4601 MORNINGSTAR DR FLOWER MOUND, TX 75028	31 & 32	1	FRUITS

WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS:

That **Jo Ellen Watson s/p/a Jo Ellen Cook s/p/a Jo Ellen Jones and Allan E. Jones**, Wife and Husband, parties of the first part, in consideration of the sum of TEN AND NO/100 DOLLARS, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged do hereby grant, bargain, sell and convey unto **The Jo Ellen Watson Revocable Trust**, 1002 Jefferson Place, Shawnee, Oklahoma 74801, party of the second part, the following described real property situated in Pottawatomie County, State of Oklahoma, to-wit:

The East Forty (40) feet of the South Seventy-five (75) feet of the West Half (W/2) of Block Six (6), W.J. ESTES AMENDED PLAT to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. (12 W. Dewey, Shawnee, OK)

Lots Twenty-two (22) and Twenty-three (23) in Block Six (6), FAIRGROUND ADDITION to the City of Shawnee, Pottawatomie County, State of Oklahoma, according to the recorded plat thereof. (311 Chapman, Shawnee, OK)

A tract of land in Lots Sixteen (16), Seventeen (17), and Eighteen (18), Block Eleven (11), WHITTAKER'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, described as follows: Beginning at the Northeast Corner (NE/C) of Lot Eighteen (18); thence West 56.97 feet; thence South 31.5 feet; thence West 3.33 feet; thence South 26.5 feet, along the partition in garage; thence East 9 feet; thence North 5.2 feet; thence Easterly 50.2 feet; thence North 51.7 feet to the point of beginning. (222 Center, Shawnee, OK)

The South five (5) feet of Lot Six (6), all of Lot Seven (7), and the North five (5) feet of Lot Eight (8), Block Ten (10), LARKINS MEADOW ADDITION, THIRD SECTION, to the City of Shawnee, according to the recorded plat thereof. (14 Arapako, Shawnee, OK)

Lots Ten (10) and Eleven (11) in Block Eight (8), GOLDEN ACRES ADDITION to the City of Shawnee, Oklahoma. (2203 Ellis Drive, Shawnee, OK)

A part of Lots Twelve (12) and Thirteen (13), Block One (1), of the Replat of Lots One through Five (1-5), Block One (1); Lots One through Five (1-5), Block Two (2), Lots One through Five (1-5), Block Three (3), Lots One through Nine (1-9), Block Four (4), COLONY PARK ADDITION to the City of Tecumseh, Oklahoma, being more particularly described as follows: Beginning at a point on the rear line and 50.00 feet North of the Southeast Corner (SE/C) of Lot Twelve (12); thence N89°23'53" West a distance of 178.17 feet; thence along a curve to the left, with a radius of 50.00 feet, a distance of 75.0 feet; thence N72°42'39" East a distance of 142.63 feet; thence South a distance of 82.00 feet; thence S86°18'08" East a distance of 7.0 feet; thence South a distance of 20.0 feet to the place of beginning. (709 N. 1st Street, Tecumseh, OK)

Lot One Hundred Five (105), Block Eight (8), JEFFERSON TERRACE ADDITION to the City of Shawnee, Oklahoma. (1002 Jefferson Place, Shawnee, OK)

Lots Eleven (11) and Twelve (12), Block Fourteen (14), HOFFMAN ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma. (602 Kickapoo, Shawnee, OK)

(Exempt Documentary Stamp Tax per Title 68 O.S. §3202, Paragraph 4)

RETURN TO: **The Jo Ellen Watson Revocable Trust, 1002 Jefferson Place,
Shawnee, Oklahoma 74801.**

Lots Nine (9) and Ten (10) in Block Fourteen (14) of the HOFFMAN'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. (606 Kickapoo, Shawnee, OK)

Unit or Lot Fifty (50), Block One (1), NORTH CREEK MANOR ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, and EXCEPT all interest in the oil, gas and other minerals and all rights incident thereto. (3901 Kickapoo # 50, Shawnee, OK)

The South Forty-five (45) feet of Lot Four (4), in Block Two (2), DEER PARK ADDITION to the City of Shawnee, Oklahoma, according to the recorded plat thereof. (125 Market, Shawnee, OK)

The North Sixty (60) feet of Lots Sixteen (16), Seventeen (17), Eighteen (18), AND the North Sixty (60) feet of the West Nineteen (19) feet of Lot Nineteen (19) AND the East Six (6) feet of Lot Nineteen (19) AND the West Seven (7) feet of Lot Twenty (20), ALL in Block Twenty-two (22), of WHITTAKER'S ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma. (1229 E. 9th, Shawnee, OK)

Beginning 110 feet South of the Northwest Corner (NW/C) of Lot Two (2) of the Amended Plat of Outlot Eight (8), SPALDING ADDITION to the City of Shawnee, Oklahoma, according to the recorded plat thereof; thence South 110 feet; thence East 81 feet; thence North 110 feet; thence West 81 feet to the point of beginning.

AND

Beginning 220 feet South of the Northwest Corner (NW/C) of Lot Two (2) of the Amended Plat of Outlot Eight (8), SPALDING ADDITION to the City of Shawnee, Oklahoma, thence South 110 feet; thence East 81 feet; thence North 110 feet; thence West 81 feet to the place of beginning. (1207 E. Oakland, Shawnee, OK)

Lots Thirteen (13) and Fourteen (14), Block Eighteen (18) of the AMENDED PLAT to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. (208 N. Park, Shawnee, OK)

A tract of land described and situated as follows: Beginning Three Hundred Sixty-eight (368) feet South and Five Hundred Fifty-five (555) feet West of the Southwest Corner (SW/C) of Block Eight-nine (89) of the City of Tecumseh, Oklahoma, running thence North One Hundred Thirty (130) feet; thence West One Hundred (100) feet; thence South One Hundred Thirty (130) feet; thence East One Hundred (100) feet to the place of beginning, all situated in the Southeast Quarter (SE/4) of Section Thirteen (13), Township Nine (9) North, Range Three (3) East of the Indian Meridian, and known as NICHOL'S ADDITION to the City of Tecumseh, Oklahoma. (515/519 S. 6th, Tecumseh, OK)

Lots Eleven (11) and Twelve (12), Block Five (5), DILL'S ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. (316 N. Broadway, Shawnee, OK)

Lot Nine (9) in Block Twenty (20) of Dexter's SECOND ADDITION to the City of Shawnee, Oklahoma. (914 N. Louisa, Shawnee, OK)

Lots Thirty six (36) and Thirty Seven (37), Block Twenty-one (21), WHITTAKER ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. (1222 E. 9th, Shawnee, OK)

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 2nd day of February, 2001.

Jo Ellen Watson

Jo Ellen Watson s/p/a Jo Ellen Cook s/p/a
Jo Ellen Jones

Allen Jones

Allan E. Jones

STATE OF OKLAHOMA)
) SS.
POTTAWATOMIE COUNTY)

2nd BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 2nd day of February, 2001, personally appeared **Jo Ellen Watson s/p/a Jo Ellen Cook s/p/a Jo Ellen Jones** and **Allan E. Jones**, Wife and Husband, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

Jo Ann Mazkore
Notary Public

Notary Public

My Commission Expires:

1-25-2004
(SEAL)

(SEAL)

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #RZ05-21

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed rezoning of property located within the City of Shawnee.

The property requesting a rezone with conditional use permit is described as follows:

Lots Eleven (11) and Twelve (12), Block Fourteen (14), HOFFMAN ADDITION, Shawnee, Pottawatomie County, Oklahoma according to the plat recorded thereof.

General Location Known As:	<u>602 N. Kickapoo Ave.</u>
Current Zoning Classification:	<u>C-1 (Neighborhood Commercial District)</u>
Requested Zoning Classification:	<u>C-3 (Highway Commercial District)</u>
Proposed Use of Property	<u>Legal, office and workshop</u>
Applicant:	<u>Christopher Middleton, ElectromagnetiX, LLC</u>

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearing will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

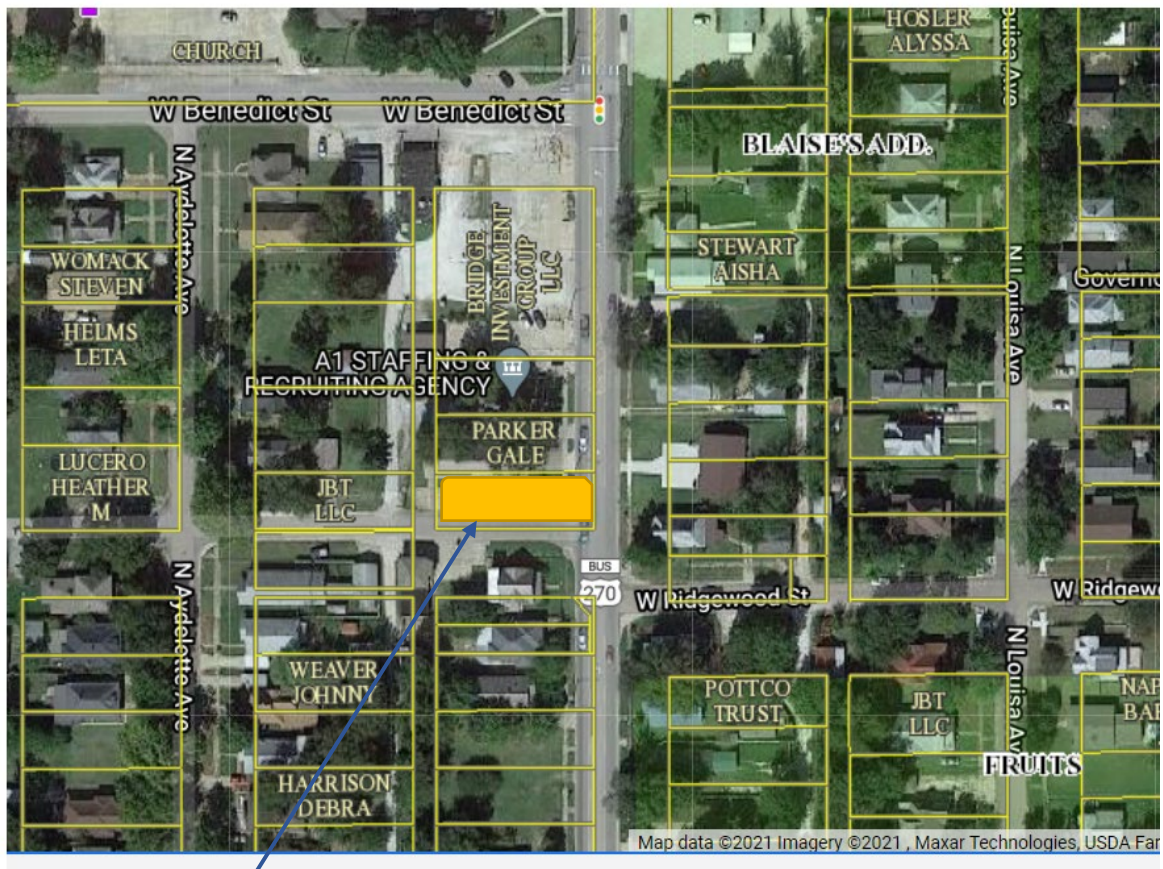
March 3rd, 2021	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 15 th , 2021	AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone request. The Commission reserves the right to limit discussion and debate on the proposed rezoning in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the Planning Office during normal working hours a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Office/Annex Building located at 222 N. Broadway.

Witness my hand this 5th day of February 2021.



Rebecca Blaine, Planning Director



602 N Kickapoo Ave.
C-1 to C-3
RZ05-21

